

RETAIL ACCESS SERVICE TARIFF**1. Introduction**

This tariff is designed to express the terms and conditions associated with retail access service in the Detroit Edison Electric Choice Program, as well as provide information regarding the roles of the various market participants. This tariff includes the following sections:

Introduction and Definitions	Sec. 1
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- In the Detroit Edison Electric Choice Program, Detroit Edison will maintain a relationship and interact with at least three separate participants: The Customer, the Alternative Electric Supplier and the Marketer. One entity may be responsible for both the Alternative Electric Supplier and Marketer roles. Detroit Edison has separately defined the retail and wholesale functions behind electric supply in a competitive environment.

1.1 The Customer Role

The Customer is the end-user of Power at one or more locations in the State of Michigan who has facilities connected to the Detroit Edison distribution system. Under retail access service, the Customer will conduct transactions with at least two entities - Detroit Edison and an Alternative Electric Supplier. The Customer is responsible for choosing an Alternative Electric Supplier.

Detroit Edison's principal requirement is that the Customer must already be connected to the Detroit Edison Distribution System as a Full Service Customer or meet the requirements for new Customers connecting to the Detroit Edison Distribution System. All Primary Customers and Secondary Customers with Customer Service Capacities greater than 300 kW must execute Customer Distribution Agreements with Detroit Edison.

1.2 The Alternative Electric Supplier Role

An Alternative Electric Supplier is an entity that has obtained all the necessary legal approvals to sell retail electricity in Michigan.

The Alternative Electric Supplier buys products and services needed to provide power to Customers, combines these products and services in different marketing packages, and sells the packages to Customers. Alternative Electric Suppliers must meet all applicable statutory and regulatory requirements of Michigan and Federal law.

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1.3 The Marketer Role

The Marketer is an entity that acts as a wholesale supplier; takes title to power and has FERC authorization to market energy services. FERC authorization allows the Marketer to use transmission systems to move power from the generator(s) to the distribution system. The Marketer is either a FERC-authorized power Marketer or a utility. As defined by FERC, in the context of this Tariff, the Marketer is responsible for all Transmission-related responsibilities related to serving the retail access customers served by its supply. These include: scheduling energy, obtaining ancillary services, and paying energy imbalance charges. The Alternative Electric Supplier and Marketer functions may be handled by one entity or may be performed by different parties. Either way, both the Alternative Electric Supplier role and the Marketer role must be performed to complete delivery to a Customer.

1.4. Definitions

"Aggregator" means an entity that combines the energy consumption of multiple Customers for the purpose of meeting minimum load criteria necessary for retail access service.

"Alternative Electric Supplier" (AES) means an entity that has obtained all the necessary approvals to sell retail electricity in Michigan, and is licensed by the Michigan Public Service Commission. An AES does not physically deliver electricity directly to retail Customers in the state.

"Commission" means the Michigan Public Service Commission.

"Customer" means, for purposes of retail access service, an entity with electrical load facilities connected to the Detroit Edison Distribution System that purchases or receives Power from an Alternative Electric Supplier and which Power is delivered to its Location(s) pursuant to this Tariff. All Customers, regardless of the voltage level of the service, are considered to be connected to the Detroit Edison Distribution System.

"Customer Service Capacity" means the load carrying capability of the Detroit Edison metering installation at the Customer's site, based on the thermal limits of the meter and any associated transformers.

"Demand" means the amount of power required to meet the Customer's load, generally expressed in kilowatts or megawatts, at a given instant or averaged over a designated interval of time.

"Demand Conversion Table" means a table that converts average kWh consumption to demand in kW, for a specific type or group of Customers. These tables will be used to determine the amount of limited phase-in capacity allocated to Customers without prior demand history as defined in Section 33.3.

"Detroit Edison's Distribution System" means facilities operated by Detroit Edison for the purpose of distributing electric power within Detroit Edison's electric service territory, which are subject to the jurisdiction of the Commission.

"Distribution Contract Capacity" means the load carrying capacity in kilowatts of the Detroit Edison Distribution System necessary to meet a Customer's maximum load requirements at a particular Location served under this tariff.

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"Distribution Point of Delivery" means the point of interconnection between the Detroit Edison Distribution System and the Customer's service location.

"Distribution Point of Receipt" means the point of interconnection between the ITC Transmission and Detroit Edison Distribution Systems.

"Effective Date" is the date at which responsibility for servicing a Customer Load transfers from the current supplier to the new supplier. The transfer occurs at the beginning (00:01 hours) of the Effective Date.

"Energy" in the context of this document the word energy refers to "electrical energy" and is measured in kilowatt-hours.

"Energy Meter" means a meter capable of measuring and recording energy on a kWh basis.

"Full Service" means the provision of regulated electric service including energy, transmission and distribution services; each provided by Detroit Edison.

"International Transmission Company (ITC) Transmission System" means facilities operated by ITC for the purpose of transmitting electric power within the Detroit Edison electric service territory which are subject to the jurisdiction of the Federal Energy Regulatory Commission.

"Interval Demand Meter" means a meter capable of measuring and recording kW demands and kVAR demands on a 30-minute integrated basis, as needed to bill the Customer and measuring energy on a kWh basis.

"Joint Open Access Transmission Tariff (JOATT)" means the ITC and Consumers Energy Open Access Transmission Tariff on file with the Federal Energy Regulatory Commission, as amended from time to time. The Tariff applies to transactions where energy flows through both the ITC and Consumers Energy Transmission Systems.

"Load" means any end-use device drawing energy from the electric system.

"Location" means each Customer facility whether owned or leased.

"Marketer" means an entity that:

- (i) generates, brokers, markets or otherwise procures power to be supplied to ITC at the Transmission Point of Receipt, obtains transmission services and with whom a Customer's Alternative Electric Supplier has arranged for the receipt of Power,
- (ii) satisfies all applicable statutory and regulatory requirements of Michigan and Federal law, and
- (iii) satisfies all applicable reciprocity requirements set forth in this tariff.

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"Power" means a combination of the electric demand and energy requirements of the Customer.

"Reactive Demand" means the amount of reactive power required to meet the Customer's Load, generally expressed in kilovolt-amperes reactive (kVAR), at a given instant or averaged over a designated interval of time.

"Set-Aside" means either of two special groupings of single-phase Customers designed to ensure that small Customers can participate in retail access service.

"Sink" means a unique four-character code assigned to a Marketer's Transmission Service Agreement by ITC which identifies a load.

"Transition Charge" is a surcharge for the recovery of costs associated with the implementation of retail access service and Detroit Edison's stranded costs arising from implementation of retail access service.

"Transmission Point of Delivery" means the point of interconnection between the ITC Transmission and Detroit Edison Distribution Systems.

"Transmission Point of Receipt" means the point on the ITC Transmission System where Power is received by ITC for delivery to the Transmission Point of Delivery.

CUSTOMER SECTION

2. Terms and Conditions of Service

2.1 This Retail Access Service Tariff sets forth the rates, charges, terms and conditions of service for the delivery of Power to a Customer, procured by an Alternative Electric Supplier and supplied by a Marketer. Such Power shall be initially received at a designated Transmission Point of Receipt and ultimately delivered to the Customer through the Detroit Edison Distribution System.

2.2 Power received by ITC for delivery to the Customer shall be transmitted across the ITC Transmission System to the Detroit Edison Distribution System in accordance with the rates, terms and conditions of service of the ITC Open Access Transmission Tariff.

2.3 A Customer's eligibility to take retail access service is subject to the full satisfaction of any terms or conditions imposed by pre-existing contracts or tariffs with Detroit Edison. Customers must have satisfied any past due amounts owed to Detroit Edison under any other arrangements or provisions for electric service before taking service under this Tariff, unless such past due amounts are due to billing disputes; Detroit Edison's failure to obtain meter readings, provide an actual bill or otherwise fail to properly demonstrate amounts owed by the Customer to Detroit Edison. Rider No. 2 agreements between the Customer and Detroit Edison will remain in effect during service under this Tariff. No other riders are applicable under this Tariff.

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2.4 A Customer will specify only one Alternative Electric Supplier (and the Alternative Electric Supplier shall specify only one Marketer) at any given time for the supply of Power to each Customer account or Customer Location.

2.5 Detroit Edison shall be required to complete, within 45 days, all open access enrollment activities. This deadline does not require that Customers actually commence service within 45 days; only that Detroit Edison has completed all activities required of it to place the Customer in site-ready status.

Customers shall be permitted to change Alternative Electric Suppliers. The changes will become effective at the completion of their normal billing cycle. Customers will be assessed a \$5 processing charge per account for each change. The change will be submitted to Detroit Edison electronically by the Customer's new Alternative Electric Supplier as a new enrollment.

2.6 Multiple Meters at Non-Residential Locations

2.6.1 Existing groupings of multiple meters into accounts at a location will be maintained in setting up new retail access accounts. If possible, all the metered loads belonging to a single Customer at a location shall be grouped into a single account.

2.6.2 Multiple metered loads at a single voltage level may be combined, at the Customer's option, by physically re-wiring or by adding all metered quantities in the billing process.

2.6.3 The Customer is responsible for any re-wiring costs or, alternatively, the costs of all meters used for combining the Location. If re-wiring is required by Detroit Edison to facilitate metering, then Detroit Edison shall be responsible for the re-wiring costs.

2.6.4 When multiple Interval Demand Meters are used within a single voltage level, Maximum Demand at that voltage level will be established by the highest coincident demand recorded for those meters.

2.7 Multiple Meters at Residential Locations

All metered loads belonging to a single Residential Customer must be combined into a single metered load or account unless the Customer chooses to re-wire all loads through the principal meter at the residence. Detroit Edison will combine usage from all meters at the Customer's residence during the billing process. Interruptible rates are not available under retail access service. This does not apply to multi-family residential locations.

RETAIL ACCESS SERVICE TARIFF - continued

2.8 Metering

2.8.1 All load served under this tariff shall be metered. All three-phase customers shall be required to install interval-demand meters. Single-phase customers shall be required to install energy meters. Demand Conversion Tables will be used to compute single-phase customers' demand for the purpose of determining the system use charge.

2.8.2 Metering equipment for Customers taking retail access service shall be furnished, installed, read, maintained and owned by Detroit Edison.

2.9 Meter Reading

2.9.1 All Customers with Interval Demand Meters shall have meter reading accomplished electronically through Customer-provided telecommunication links or other electronic data methods able to provide Detroit Edison the metering data necessary to bill the customer and conform to required metering accuracy. The Alternative Electric Supplier shall have direct access to meter data through the same means as Detroit Edison, once the Customer is enrolled, without any further documentation or permission from the Customer.

The Company shall commence retail choice service upon installation of appropriate demand meters. Customers will have up to two months from service enrollment to complete the installation of telemetry. In the interim, the customer meters shall be read manually at no extra charge in return for a customer commitment to install telemetry within the two-month time period. Failure to meet this two-month time frame will result in the imposition of manual meter reading charges for the initial two months and subsequent months preceding installation and operation of telemetry.

2.9.2 If a Customer is not able to allow sharing of the telephone line, the Customer shall obtain a separate telephone line for such purposes as paying all charges in connection therewith. The Customer is responsible for assuring the performance of the telephone line. If the telephone line used for metering is out of service, Detroit Edison will retrieve the data manually for a fee of \$12/month (one reading). In the event that the telephone line service is out for three consecutive months, the Customer's retail access service may be terminated and the Customer may be transferred to service under Detroit Edison's full requirement tariffs subject to the provisions of Section 5.4.

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2.9.3 For single-phase Customers, meters will be read by conventional means and the Customer will not be required to provide a telephone service.

2.9.4 The switch of a Customer's account from one supplier to another will normally take place on the scheduled meter reading date for that Customer (the Effective Date) and be based on the reading made that same day. If an actual meter reading is not made on the Effective Date, Detroit Edison will read the meter within five (5) business days of the date in which Detroit Edison determines that the scheduled actual meter reading has not occurred. The meter reading on the Effective Date will be determined on a pro rated basis based on the actual meter reading. Detroit Edison's failure to read meters in the time frames noted, through no fault of the Customer, shall not result in penalties of any type to the Customer. Except for actions outside the scope of Detroit Edison's control and storms or other events or occurrences that render the reading of meters physically impossible, customer's bills for Detroit Edison distribution services will be reduced by 1/30 for each day Detroit Edison meter reads are late past a three day grace period.

2.10 Meter Errors and Telephone Failures

Billing where metering errors and malfunctions have taken place shall be performed as follows:

2.10.1 For Energy Metered Customers where metered data is not available due to metering errors, malfunctions, or otherwise, the usage will be estimated using the procedure described in the billing rule B-4.2 (2) Estimated Billing.

2.10.2 For Interval Demand Metered Customers where metered data is not available due to metering errors, malfunctions, or otherwise, the usage will be estimated using the available historical data for the Customer.

2.10.3 Where incorrect billing results from calculation error discovered by either Detroit Edison, the Alternative Electric Supplier or the Customer, the error will be corrected and revised bills for the Customer and the Alternative Electric Supplier will be calculated and settled on the next billing period after the error is discovered. Billing errors discovered by Detroit Edison shall be adjusted as provided for in the Residential, Commercial, and Industrial Billing Rules.

2.10.4 Liability for meter or calculation errors or malfunctions shall be assigned or apportioned to the appropriate party based on fault.

3. Character Of Service

3.1 Detroit Edison furnishes alternating current service at a nominal frequency of 60 hertz 24 hours a day, subject to interruption by tariff, by agreement, by advance notice, by accident or by other causes not under the reasonable control of Detroit Edison.

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3.2 For Single-Phase Distribution Service, Detroit Edison provides service at differing voltages available in differing configurations within its service territory. These include, but are not limited to, single-phase secondary alternating current service at 120/240 volts. In some districts current is supplied from a Y- connected secondary network at 208Y/120 volts. Customers who are considering locating new load or who are considering adding load at an existing Location should contact Detroit Edison to determine what service is available at a particular Location to serve their Load.

3.3 For Three-Phase Distribution Service, Detroit Edison provides service at differing voltages available in differing configurations within its service territory. These include, but are not limited to, alternating current, three-phase service at nominal 4,800, 13,200, 24,000, 41,570 or 120,000 volts which may be transformed to lower voltages through Detroit Edison-owned transformation equipment. Where three-phase service is supplied at 480Y/277 volts through Detroit Edison-owned transformation equipment, the Customer must furnish any transformation for the supply of its 120/240 volt requirements. Customers who are considering locating new load or who are considering adding load at an existing Location should contact Detroit Edison to determine what service is available at a particular Location to serve their Load.

4. Availability of Service

4.1 Until December 31, 2001, eligibility for retail access service will be determined using the open bidding procedure described in the bidding section of this tariff, as authorized by the Commission in their March 8, 1999 order in case number U-11290. The amount bid becomes the amount of the Transition Charge to be paid by the Customer for all kWh consumed through December 31, 2001 by Customers taking retail access service. Retail access service will continue for these Customers through the transition to full retail access on January 1, 2002. However, Transition Charges will change as described in Section 8.4.

5. Term, Commencement of Service and Return to Full Service

5.1 Retail access service shall have a minimum term of one year subject to the provisions of 5.4. Upon completion of the initial term, retail access service shall continue on a month to month basis until terminated by the Customer or Detroit Edison with 30 days written notice.

When more than 10% of the customer load in kWh for any of the three rate classes—residential, commercial, and industrial—is taking open access service, customers in that class must provide 60 days written notice.

If an Alternative Electric Supplier defaults, a Customer who returns to full service before 30 days elapse shall pay the higher of the tariff rate or market based rate until Detroit Edison has received the benefit of 30 or 60 days notice, at which time the customer may elect to remain on full service for 12 months and pay tariff rates as provided for in 5.4. All other customers who fail to give less than 30 or 60 days notice are subject to Detroit Edison's ability to supply their requirements.

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The terms of service associated with any previously contracted or newly initiated service are specified below:

5.1.1 Retail Access Service provided to new locations served by Detroit Edison shall be for an initial minimum term of five years over which time the minimum charges shall apply. Contributions in Aid of Construction for distribution facilities will be per tariff rate.

5.1.2 Retail Access Service provided to existing locations shall be for the unexpired portion of any existing contract but not less than a term of one year over which time the minimum charges shall apply. Minimum charges shall be adjusted each year to recognize actual demand.

5.1.3 After the expiration of the contract minimum term for Retail Access Service, the contract shall be extended thereafter, from month-to-month. Minimum charges shall be adjusted each year to recognize actual demand.

5.2 Retail access service shall be initiated by a Customer choosing an Alternative Electric Supplier and the subsequent submission of an electronic enrollment by the Alternative Electric Supplier on behalf of the Customer in a manner specified by Detroit Edison. Alternative Electric Supplier submission of the enrollment warrants that a valid contract with the prospective Customer exists. In accordance with Section 2.5, Detroit Edison shall be required to complete, within 45 days, all open access enrollment activities.

5.3 Retail access service may not commence until metering has been installed as specified in this Tariff or agreements related thereto and:

ITC has received from the Marketer an executed Transmission Service Agreement.

In addition, Detroit Edison must have received from the Alternative Electric Supplier:

(i) the Alternative Electric Supplier's warranty, that the Alternative Electric Supplier has obtained all necessary approvals authorizing the Alternative Electric Supplier to conduct business at each Location to be served, and

(ii) the Alternative Electric Supplier's warranty, that each enrollment submitted is in full compliance with requirements for enrollment, and is backed by proper authorization from the Customer allowing the Alternative Electric Supplier to enroll the Customer in retail access.

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5.4 Return to Full Service

Customers that discontinue retail access service may return to Detroit Edison Full Service under the following conditions:

5.4.1 Option 1 -- 12 Month Service Commitment

If the Customer commits to Detroit Edison Full Service for a minimum of 12 months, then the Customer may take service under any tariff rate for which the Customer qualifies. Any returning Customer that commits to remain on full service for the subsequent 12 months and then fails to do so will be back billed for the higher of the tariff rate or market-based rate.

5.4.2 Option 2 -- Short-Term Service

If the Customer chooses not to commit to Detroit Edison Full Service for a minimum of 12 months, then the Customer may take service under any tariff rate for which the Customer qualifies, with the tariff rate modified as follows:

The Power Supply Cost Recovery component, both base and adjustment factor, in any and all energy prices of the tariff, shall be subtracted from the energy prices and the Market Priced Power charge shall be added to the energy prices. The Market Priced Power charge shall reflect the current market value of energy, shall be based on visible indexes of electricity market prices plus reasonable charges for transmission and losses, and shall be calculated according to methods approved by the Michigan Public Service Commission. The Customer shall be billed the higher of the applicable tariff energy prices or the Market Priced Power charge.

The Customer may at any time return to retail access service or agree to take Detroit Edison Full Service for a minimum of 12 months.

5.4.3 Unless otherwise provided for and subject to other conditions in this tariff, a Customer may return to Detroit Edison Full Service under the provisions of Section 5.4 and subsequently go back to retail access service no more than once in any month.

6. Billing and Payment

6.1 Detroit Edison will bill the Customer for retail access service at the rates and charges outlined in Section 8.

6.2 The Customer shall pay Detroit Edison the amount billed on or before a due date established by Billing Rules approved by the Commission in cases U-10661 and U-11397. A late payment charge of 2%, not compounded, of the unpaid balance, net of taxes, shall be added to any bill which is delinquent and not in dispute.

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6.3 The Customer shall retain the right to direct Detroit Edison to send the monthly bill to any third party, including the Alternative Electric Supplier.

6.4 Disconnection for Non-Payment

Customers will be subject to disconnection for non-payment of Detroit Edison distribution charges, that are not in dispute, in accordance with the rules described in Detroit Edison's Rules and Regulations, Section 2.5.

7. Distribution Contract Capacity

7.1 All Interval Demand Metered Customers shall contract for an amount of capacity sufficient to meet the maximum requirements of all Load connected to the Detroit Edison Distribution System at the Customer's Location. The Distribution Contract Capacity will initially be set at the greater of: 1) the previously established Contract Capacity; 2) the previously established Distribution Contract Capacity; 3) the highest 30-minute integrated demand created during the previous 12 billing months at each voltage level (whether the Customer received service under this tariff or a Detroit Edison retail tariff or contract), for each Location. Any single 30-minute integrated reading of the Interval Demand Meter in any month that exceeds the Distribution Contract Capacity then in effect shall become the new Distribution Contract Capacity. Customers not having previously established service requirements shall contract with Detroit Edison for a specified Distribution Contract Capacity in kW sufficient to meet the maximum requirements for each location.

7.2 Detroit Edison will provide the necessary facilities to deliver electric power from its Distribution System at the Distribution Contract Capacity. Any incremental cost incurred by Detroit Edison to provide the necessary facilities to meet the Customer's increased demand for distribution services over the Distribution Contract Capacity existing when service commences under this tariff shall be the responsibility of the Customer. Once established, the Distribution Contract Capacity shall not decrease during the contract term unless there is a specific permanent reduction in connected load.

8. Rates and Charges

Description of Charges

8.1 Service Charge

The Service Charge shall apply to each Location served under this tariff as shown in Sections 8.6 and 8.7.

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(To reflect the termination of the Equalization Adjustment and Securitization Offset for all EC2 customers. To also reflect a revised transition charge.)

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8.2 System Use Charge

The System Use Charge is determined as follows:

8.2.1 Customers with Interval Demand Meters

The System Use Charge shall be the product of the applicable rate and the Customer's maximum demand, at each voltage level, for each Location. The maximum demand shall be the highest 30-minute integrated kW demand created during the previous 12 billing months at each voltage level (whether the Customer received service under this tariff or a Detroit Edison retail tariff or contract), including the current month but not less than 50% of Distribution Contract Capacity.

8.2.2 Customers with Energy Meters

The System Use Charge shall be the product of the applicable rate as shown in section 8.7 and the Customer's energy consumption.

8.3 Substation Charge

A substation charge shall apply to Customers with service at a service voltage level of 24kV or above who are provided service through a substation owned by Detroit Edison and dedicated to the Customer's use. The Substation Charge shall be the product of the applicable rate as shown in section 8.6 and the Distribution Contract Capacity.

8.4 Transition Charge

The Transition Charge recovers the costs associated with implementing the restructuring of the electric power supply industry. Pursuant to MPSC Order No. U-13808, the transition charge shall be 0.40¢ per kWh.

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RETAIL ACCESS SERVICE TARIFF - continued**Application of Charges****8.5 Minimum Charge**

The Customer is subject to a minimum monthly charge equal to the sum of the Service Charge, the System Use Charge and the Substation Charge, if applicable.

8.6 Three-Phase Distribution Service

Customers receiving three-phase electric service at 4,800 volts or higher and stepping it down to working voltages with their own transformation equipment or through a substation owned by Detroit Edison and dedicated to a Customer's use shall have the following charges for retail access service:

Charge	13.2kV and below		24 or 41.6 kV	120 kV and Above
	Secondary	Primary		
Service Charge	\$5.95/month	\$450/month	\$450/month	\$450/month
System Use Charge	\$3.42/kW/month	\$2.47/kW/month	\$0.57/kW/month	\$0.24/kW/month
Substation Charge	N/A	N/A	\$0.36/kW/month	\$1.18/kW/month
Surcharges and Credits	Schedule B4.9	Schedule B4.9	Schedule B4.9	Schedule B4.9
Any additional Transition, True-Up Charges, Surcharges and Credits as may be approved by the Commission				

All charges will be based on the metered quantity as determined by the meters at the Customer Location.

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Customers receiving single-phase electric service at 480 volts or less, using Detroit Edison-owned transformation, shall be charged for retail access service as follows:

Charge	<u>Single-Phase</u>
Meter Type	Energy Meter
Service Charge	\$5.95/month
System Use Charge	\$3.42/kW/month
Surcharges and Credits	Schedule B4.9
Any additional Transition, True-Up Charges, Surcharges and Credits as may be approved by the Commission	

All charges will be based on the metered quantity as determined by the meters at the Customer Location.

8.8 Power Factor and Excess Reactive Demand For Customers With Interval Demand Metering

A power factor of less than 70% is not permitted and necessary corrective equipment must be installed by the Customer to correct to a minimum level of 70%. Power factor and excess Reactive Demand charges will be calculated at each Customer location at the time of the Location's single highest 30-minute integrated kW reading of the Interval Demand Meter during the on-peak hours of the billing period, which are those hours from 7 a.m. until 11 p.m. consistent with the ITC Open Access Transmission Tariff. Excess Reactive Demand is any Reactive Demand resulting from operations below 80% power factor. A monthly charge of \$3.50/kVAR will be applied to excess Reactive Demand.

9. (Held for Future Use)**10. Other Provisions**

10.1 Retail Access Customers will be subject to the relevant curtailment procedure contained in Detroit Edison's electrical Procedures, Rule B-3.7. Detroit Edison shall give Retail Access Customers the same priorities in curtailment situations as it gives Full Service Customers.

10.2 All Points of Receipt for Power produced within the Detroit Edison retail service territory for delivery to Customers within that territory shall be considered as being points located on the ITC Transmission System.

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RETAIL ACCESS SERVICE TARIFF - continued

10.3 All electric generation equipment connected in parallel with the Detroit Edison system must comply with the Detroit Edison Protective Relaying, Operating and Telemetering Guidelines for Independently Owned Generation and before operating such equipment must obtain certification, in writing, from Detroit Edison that the conditions outlined in the guidelines have been met.

10.4 Customer equipment must be operated so that voltage flicker and harmonics on the Detroit Edison Distribution System shall not exceed permissible limits established by Detroit Edison and by IEEE Standard 519, respectively. Failure to comply with this requirement may result in discontinuance of service to the Customer and disconnection of Customer's Load from the Detroit Edison system.

10.5 Redundant services requested by the Customer may be provided under separate agreement.

10.6 Detroit Edison's Rules and Regulations as currently in effect are incorporated by reference into this tariff to the extent applicable and, Rule C-2.2(2) notwithstanding, only to the extent not inconsistent with the terms of this Tariff.

ALTERNATIVE ELECTRIC SUPPLIER SECTION

11. Alternative Electric Supplier

11.1 This Tariff section outlines the rights and responsibilities of Alternative Electric suppliers and Detroit Edison when enrolling and serving Customers under retail access service. The Alternative Electric Supplier is the retail seller of electric supply to the Customer on Detroit Edison's Distribution System.

11.2 If an Alternative Electric Supplier or Marketer fails to pay amounts due Detroit Edison or otherwise fails to perform obligations undertaken in connection with service to a Customer, Detroit Edison will give the Customer notice of the Alternative Electric Supplier's or Marketer's default. If the Customer, its Alternative Electric Supplier, or its Marketer fails to pay amounts due Detroit Edison or otherwise fails to comply with the provisions of the applicable Tariffs or agreements with Detroit Edison, retail access service may be terminated. Unless the Customer, Alternative Electric Supplier or Marketer cures the default with Detroit Edison or the Customer changes its Alternative Electric Supplier, the Customer may be returned to Detroit Edison Full Service subject to the provisions of Section 5.4.

11.3. The Alternative Electric Supplier is responsible for all of the Alternative Electric Supplier charges associated with its Customers until retail access service is terminated.

11.4 Termination of retail access service to a Customer can be initiated by the Alternative Electric Supplier, the Customer or Detroit Edison. Alternative Electric Suppliers and Detroit Edison shall comply with the billing rules that govern the shut off of service, R 460.2101 et seq. and R 460.3903 et seq. except that instead of providing a notice of termination, Alternative Electric Suppliers shall provide a notice of return to full service.

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RETAIL ACCESS SERVICE TARIFF - continued

12. Creditworthiness

12.1 There is no creditworthiness requirement for Alternative Electric Supplier 's unless the Alternative Electric Supplier is purchasing products or services from Detroit Edison. Alternative Electric Suppliers who purchase products or services from Detroit Edison must demonstrate and maintain current creditworthiness in an amount sufficient to cover anticipated charges for all those products or services. For unsecured credit, the Alternative Electric Supplier must provide three (3) years of audited financial statements, including notes, having an acceptable amount of positive tangible net worth, and meeting risk parameters derived from an analysis of its financial statements. The Alternative Electric Supplier may provide alternative security or credit enhancement, such as a letter of guarantee, letter of credit or prepayment. Detroit Edison will use reasonable credit review procedures which may include, but are not limited to, review of the Alternative Electric Supplier's financial statements, verification that the Alternative Electric Supplier is not operating under state or federal bankruptcy laws, and has no pending lawsuits or regulatory proceedings or judgments outstanding which would have a material adverse affect on the Alternative Electric Supplier and its ability to perform its obligations. Affiliates of Detroit Edison must meet these same creditworthiness requirements.

12.2 The amount of creditworthiness required is equivalent to two months expected exposure.

12.3 Following 24 months of full and timely payment to Detroit Edison for service provided, an Alternative Electric Supplier shall be deemed to have sufficient credit to satisfy Detroit Edison's requirements.

13. Electronic Business Transactions

13.1 Unless specified otherwise by Detroit Edison in a Commission-approved tariff, Alternative Electric Suppliers shall transact all business with Detroit Edison electronically.

13.2 Unless otherwise specified by Detroit Edison in a Commission-approved tariff, all payments made to Detroit Edison by the Alternative Electric Supplier will be made by electronic funds transfer to the Detroit Edison account.

14. Conditions Precedent to Customer Enrollment

The Alternative Electric Supplier will not be eligible to enroll Customers unless and until the following conditions precedent have been satisfied and continue to be satisfied:

14.1 The Alternative Electric Supplier has been granted a license by the Commission.

14.2 The Alternative Electric Supplier has demonstrated electronic communication and commerce capability, which meets Detroit Edison's standards and protocols as defined in tariffs approved by the Commission.

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RETAIL ACCESS SERVICE TARIFF - continued

14.3 Until 1/1/2002 the Alternative Electric Supplier is authorized to use capacity, as evidenced by a valid, executed Capacity Owner-Alternative Electric Supplier Notice between the Alternative Electric Supplier and the Capacity Owner in an amount sufficient to serve the Customers that it seeks to enroll.

14.4 The Alternative Electric Supplier has an executed contract with a qualified Marketer, as evidenced in an executed Alternative Electric Supplier-Marketer Notice.

15. Conditions Precedent for Serving Customers

The Alternative Electric Supplier will not be permitted to serve or continue to serve Customers unless and until the following conditions precedent have been satisfied and maintained:

15.1 The Alternative Electric Supplier has satisfied and continues to satisfy all conditions in Section 14.

15.2 All required Customer metering equipment is in place and functioning properly.

15.3 The Alternative Electric Supplier has complied with and continues to comply with all provisions of this Tariff.

16. Rates and Charges

16.1 The Alternative Electric Supplier shall pay Detroit Edison the following:

16.1.1 An Alternative Electric Supplier enrolling Customer(s) with the Complete Billing option shall pay Detroit Edison a one-time charge of \$5,000 for the Alternative Electric Supplier's initial rate-ready schedule set-up for up to sixty rates, regardless of the number of Customers electing this option.

16.1.2 An Alternative Electric Supplier enrolling Customer(s) with the Complete Billing option shall pay Detroit Edison a monthly transaction charge of \$0.20 per Customer location billed under the Complete Billing option.

16.1.3 An Alternative Electric Supplier enrolling Customer(s) with the Complete Billing option shall pay Detroit Edison \$1,000 per occurrence for each change request made by the Alternative Electric Supplier to its rate-ready schedule, regardless of the number of changes in the request or the number of Customers effected.

16.1.4 Any other charges to the Alternative Electric Supplier for services provided by Detroit Edison will be negotiated on an individual case basis.

16.2 Detroit Edison will provide two (2) Customer Billing options-Complete Billing by Detroit Edison and Separate Billing by Detroit Edison and the Alternative Electric Supplier. It is the responsibility of the Alternative Electric Supplier to identify on the Customer Enrollment Form which of these options the Customer has requested.

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RETAIL ACCESS SERVICE TARIFF - continued

16.3 Allocation of Partial Payments Under Complete Billing

In the event the Customer submits a partial payment, the receipts will be applied as follows:

- all past due and current Detroit Edison distribution and distribution related charges
- past due and current Alternative Electric Supplier energy charges
- other Detroit Edison charges
- other Alternative Electric Supplier charges

Partial payments resulting from disputed charges shall be allocated first to undisputed charges in each of the above four categories and then to disputed charges in each of the above four categories.

16.4 Detroit Edison will not pursue collection actions for any Alternative Electric Supplier.

17. Dispute Resolution

17.1 Detroit Edison will have no duty or obligation to resolve any complaints or disputes between or among Capacity Owners, Alternative Electric Suppliers and Marketers or any combination thereof, related to but not limited to switching Alternative Electric Suppliers, switching Marketers, termination of retail access service, Customer enrollment or Customer billing options.

17.2 In the event of a dispute between Detroit Edison and an Alternative Electric Supplier, including but not limited to "Events of Default," the Parties may attempt, in good faith, to resolve the dispute amicably and promptly. If the dispute is not resolved in five (5) business days, the Parties may attempt to resolve the dispute by promptly appointing a senior representative of each Party to attempt to mutually agree upon a resolution. The two senior members shall meet within ten (10) business days. If the two senior representatives cannot reach a resolution within a 30-day period, the dispute may, on demand of either Party, be submitted to arbitration as provided in this section.

17.3 The dispute will be submitted for resolution in accordance with the American Arbitration Association ("AAA") Commercial Arbitration Rules. The judgment rendered by the arbitrator may be enforced in any court having jurisdiction of the subject matter and the Parties.

17.4 If the parties are unable to agree on an arbitrator, the arbitrator shall be determined by AAA.

17.5 The findings and award of the arbitrator shall be final and conclusive and shall be binding upon the Parties, except as otherwise provided by law. Any award shall specify the manner and extent of the division of the costs between the Parties.

17.6 Nothing in this Section shall restrict the rights of either Party to file a formal complaint with an appropriate regulatory agency regarding any issue the adjudication of which lies within the exclusive jurisdiction of the regulatory agency.

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RETAIL ACCESS SERVICE TARIFF - continued

18. Slamming Protection

18.1 Alternative Electric Suppliers shall warrant that the Customer has duly authorized the submitted enrollment and the Alternative Electric Supplier has complied with the provisions of 2000 P.A. 141 or any applicable commission rules developed pursuant to 2000 P.A. 141 to prevent slamming.

18.2 Detroit Edison provides Residential Customers with pending enrollments with an Alternative Electric Supplier, a three-day notice period in which the Customer may cancel the enrollment before the switch is executed. If the Customer challenges the enrollment the switch transaction is cancelled, the affected Alternative Electric Supplier(s) are notified, and the enrolling Alternative Electric Supplier shall be assessed the \$5 switching fee instead of the Customer. If the Customer cancels an enrollment in error, the enrolling Alternative Electric Supplier's remedy is to discuss the situation with the Customer and submit a new enrollment.

Commercial and Industrial ROA Customers' right to cancel an enrollment shall be in accordance with the terms of their contract with their Alternative Electric Supplier(s).

19. Real Power Losses

The Marketer used by the Alternative Electric Supplier is responsible for replacing losses associated with the delivery of power to the Customer's meter. The amount of Power delivered by Detroit Edison on the Detroit Edison Distribution System to the Customer's meter shall be adjusted using the following real power loss factors for distribution service:

	<u>1st Quarter</u>	<u>2nd Quarter</u>	<u>3rd Quarter</u>	<u>4th Quarter</u>
Secondary	10.88%	11.95%	12.01%	10.23%
4.8/13.2 kV	6.61%	7.13%	7.37%	6.31%
24kV/41.6 kV	1.86%	2.09%	2.34%	1.90%
120 kV and above	0.55%	0.57%	0.57%	0.55%

Marketers must schedule and supply an amount of Power equal to its Customers' hourly usage x [(1 + D%) x (1 + T%)] to account for losses on the ITC Transmission and Detroit Edison Distribution System, where T% is the applicable loss factor contained in the ITC Open Access Transmission Tariff and D% is the applicable loss factor from the table above.

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RETAIL ACCESS SERVICE TARIFF - continued**MARKETER SECTION****20. Optional Load Profile Management Service**

Available on an optional basis, Detroit Edison will provide forecasts of the hourly energy requirements for the Marketer's energy-only metered customers. If the marketer supplies energy in accordance with the provided forecasts, the marketer will not be subject to imbalance penalties, only a true-up for actual energy consumed compared to energy supplied. The term for this service is 12 month, extending thereafter from month to month until terminated by 30-day written notice by the Marketer.

The Load Profile Management Service Charge is \$.0034 per kWh for all kWh consumed.

20.1 Load Profiling

Marketers with Customers who do not have demand and energy hourly recording (Interval Demand) meters shall comply with the following provisions:

- (1) Interval Demand Meters shall be installed on a sample set of Customers to achieve a statistically accurate sample rate of $80\% \pm 20\%$ on an hourly basis during the on-peak hours. Such sample set of Interval Demand Meters shall be furnished, installed, maintained and owned by Detroit Edison.
- (2) The hourly meter data from the sample set meters, along with historical customer usage history, will be used by Detroit Edison to generate and maintain load leading profiles for each Marketer. Load leading profiles will be provided by Detroit Edison to the Marketer by 2:00 PM Eastern Time on the Wednesday before the start of the next week (or Tuesday if Thursday is a holiday). Detroit Edison may adjust each profile by providing notice at least one and one-half hours in advance of the effective time of the schedule change. The load leading profiles shall be used by the Marketers to schedule Power deliveries to the Point of Receipt. Scheduling for Power delivery, using the load leading profile, shall be in accordance with Rule F5.I.

20.2 Power Scheduling

If the Marketer scheduled Power in accordance with the load leading profiles provided by Detroit Edison, then no hourly Energy Imbalance penalties shall occur. If the Marketer did not schedule Power in accordance with the load leading profiles, an hourly Energy Imbalance penalty may apply. Any hourly energy imbalance penalties or charges shall be subject to the Energy Imbalance Service Schedule in the ITC's FERC Open Access Tariff.

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THE DETROIT EDISON COMPANY
M.P.S.C. No. 9

First Revised Sheet No. EC2t
First Revised Sheet No. EC2u
First Revised Sheet No. EC2v
First Revised Sheet No. EC2w
First Revised Sheet No. EC2x
First Revised Sheet No. EC2y
First Revised Sheet No. EC2z
First Revised Sheet No. EC2aa

These sheets have been cancelled and are reserved for future use.

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By: H.L. Dow III
Senior Vice President
Strategic Planning & Development
2000 Second Avenue
Detroit, Michigan 48226

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